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UNITED STATES DISTRICT COURT**DISTRICT OF NEVADA**

BIG CITY DYNASTY CORP. and RYAN
 RADDON,

Plaintiffs,

v.

FP HOLDINGS, L.P.,

Defendant.

Case No.: 2:19-cv-02078-APG-NJK

PRETRIAL ORDER

After pretrial proceedings in this case,

IT IS ORDERED:**I.****This is an action for:**

Plaintiff Ryan Raddon (“Raddon”) is an internationally-known performing artist and DJ; Plaintiff Big City Dynasty Corp. (“Big City”) (together with Raddon, “Plaintiffs”) is an entertainment company of which Raddon is the principal. Defendant FP Holdings, Inc. (“FP” or “Defendant”) is the ultimate owner of a series of companies that owned at all relevant times for this dispute the Palms Casino Resort in Las Vegas, Nevada (“The Palms”).

This action primarily concerns Defendant’s breach of that certain Artist Performance Agreement, dated as of January 8, 2018 (the “Agreement”). Under the Agreement, Defendant retained Big City to furnish the DJ services of Raddon, as Artist, to perform at KAOS, a nightclub and dayclub venue operated by Defendant at The Palms (the “Venue”). The Agreement obligates Big City, as Producer, to furnish Raddon’s DJ services at the Venue, on thirty dates in calendar

1 year 2019 and an additional thirty dates in calendar year 2020, with the specific dates to be agreed
2 upon by the parties (each a “Performance”).

3 Plaintiffs allege, in essence, that Defendant closed the Venue in September 2019 for dome
4 construction, then, after briefly reopening, announced the closure would be permanent on
5 November 5, 2019, and failed to provide another venue for the Performances, thereby breaching
6 the terms of the Agreement. Plaintiffs argue, in basic terms, all of Plaintiffs’ compensation under
7 the Agreement became immediately due and owing when the Agreement was terminated, making
8 any subsequent events irrelevant.

9 Defendant admits that by closing the Venue it breached the Agreement but alleges, in basic
10 terms, that it did not cause all of Plaintiffs’ claimed damages as Plaintiffs could not have been
11 ready, willing and able to perform shows at a nightclub or dayclub from March 17, 2020 through
12 December 31, 2020 due to the COVID-19 pandemic and related government shutdown of casinos,
13 nightclubs and dayclubs, which rendered the parties’ performance under the Agreement objectively
14 impossible. FP thus contends that Plaintiffs’ damages should be limited to those that (i) occurred
15 prior to the supervening impossibility, and (ii) have not otherwise already been paid. Insofar as
16 Plaintiffs contend that FP could have opened a lounge or other modified venue in or about mid-
17 2020 in order to schedule Plaintiffs’ uncompleted performances under the Agreement, FP submits
18 that the government ban on nightclubs and dayclubs re-opening was not limited to the period of
19 March 17, 2020 through June 4, 2020, and that the Agreement expressly contemplates nightclub
20 and dayclub performances not lounge or any other type of performances. Even if the outright ban
21 was limited to the specified time period, FP submits the cost of performance post-June 4 under the
22 required government restrictions and related conditions would have been materially more
23 burdensome and, thus, not required under applicable law.

24 In response to Defendant’s force majeure and impossibility/impracticability affirmative
25 defense regarding the COVID-19 pandemic, Plaintiffs argue that events that occurred after
26 Defendant’s breach and termination of the Agreement are immaterial and do not impact or limit
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1 Plaintiffs' damages, both under the Agreement and under Nevada law. Regardless, Defendant's
2 performance was not impossible, as other venues had reopened by mid-2020.

3 II.

4 **Statement of Jurisdiction:**

5 This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1132(a)(1) because there is
6 complete diversity of citizenship between the parties, and the amount in dispute exceeds \$75,000.

7 Big City is incorporated under the laws of California, with its principal place of business in
8 New York. Raddon is a resident of California.

9 FP is a Nevada limited partnership and an indirect subsidiary of Station Casinos LLC, a
10 Nevada limited liability company. None of FP's limited partners nor any of Station Casinos LLC's
11 members are California or New York citizens. Station Casinos LLC is managed and controlled by
12 Red Rock Resorts, Inc., a publicly-traded corporation formed under the laws of Delaware with its
13 principal place of business in Clark County, Nevada.

14 III.

15 **The following facts are admitted by the parties and require no proof:**

- 16 1. Raddon is an internationally-known performing artist and DJ.
- 17 2. Big City is an entertainment company of which Raddon is the principal.
- 18 3. FP, at all relevant times, was the ultimate owner of a series of companies that owns The
19 Palms.
- 20 4. While FP subsequently announced the sale of the Palms, the contemplated sale does not
21 impact this litigation.
- 22 5. The parties entered an Artist Performance Agreement, effective January 8, 2018.
- 23 6. The Agreement was exclusive, meaning Plaintiffs could not, without Defendant's
24 consent, perform at other venues within 100 miles of Las Vegas (other than at a few
25 shows and festivals in Las Vegas that were specifically permitted), and could not
26 perform at all in the states of Nevada, California, Arizona, and/or Utah on the same date
27 as a Performance under the Agreement. The Agreement imposed no other restrictions
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on the timing or location of Plaintiffs' performances outside the scope of the Agreement during its term. Defendant was free to hire other performers.

7. Plaintiffs and Defendant are sophisticated parties, and were represented by counsel at all relevant times through the negotiation and ultimate execution of the Agreement.

8. Under the Agreement, Defendant retained Big City to furnish the DJ services of Raddon at KAOS, a nightclub and dayclub venue operated by Defendant at The Palms.

9. The Agreement obligates Big City to furnish Raddon's DJ services at the Venue, on thirty dates in calendar year 2019 and an additional thirty dates in calendar year 2020, with the specific dates to be agreed upon by the parties (each a "Performance").

10. Each Performance at the nightclub was to take place on a Friday or Saturday, and each performance at the dayclub was to take place on a Saturday or Sunday, unless otherwise mutually agreed.

11. Each Performance is subject to several additional conditions, such as a required length and mandatory promotion via Raddon's social media accounts.

12. For each Performance, Plaintiffs are entitled to specified minimum compensation. For each Performance, the Agreement obligates Defendant to pay Plaintiffs a fee of \$300,000 (each a "Fee").

13. The Agreement contemplates the payment to Plaintiffs of \$9,000,000 in total Fees for each of calendar years 2019 and 2020.

14. The parties also agreed to hold an additional, thirty-first Performance to take place in 2019, for the \$300,000 Fee stipulated by the Agreement.

15. The Agreement also provides for payment of a bonus to Plaintiffs in connection with each completed Performance in which the Venue meets certain gross revenue targets (each a "Bonus"). Plaintiffs do not seek payment of any Bonus.

16. The Fee and the Bonus for any given Performance, together, are defined as the "Compensation" for that Performance.

17. Section 2(c) of the Agreement, governing the timing and quantity of the Compensation for Performances, states in relevant part:

The Compensation for each Performance set forth above shall be paid as follows:

- The Fees for the 2019 calendar year shall be paid as follows: (a) Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) shall be paid to PRODUCER within ten (10) business days of the execution of this Agreement; (b) Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) shall be paid to PRODUCER within five (5) business days of January 1, 2019; and (c) One Hundred and Fifty Thousand Dollars (\$150,000) shall be paid to PRODUCER within five (5) business days following each completed Performance in 2019.
- The Fees for the 2020 calendar year shall be paid as follows: (a) Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) shall be paid to PRODUCER within five (5) business days of September 30, 2019; (b) Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) shall be paid to PRODUCER within five (5) business days of January 1, 2020; and (c) One Hundred and Fifty Thousand Dollars (\$150,000) shall be paid to PRODUCER within five (5) business days following each completed Performance in 2020.
- [. . .]
- In the event that FP and PRODUCER mutually agree to any additional Performances in excess of thirty (30) in any calendar year during the Engagement Period, the Fee (i.e., \$300,000) for any such additional Performance shall be paid within five (5) business days following such Performance.

18. Based on the foregoing and the parties' agreement for a 31st show, the Agreement contemplated the payment to Plaintiff of \$9,300,000 in total Fees for calendar year 2019. Defendant paid Plaintiffs \$8,100,000 for 24 shows in 2019, which included payments for several shows that Raddon did not perform because they were scheduled for dates after Defendant closed the Venue in September 2019 for dome construction, notwithstanding Raddon's being ready, willing, and able to perform those shows.

19. Defendant paid Plaintiffs the initial \$2.25 million payment for 2020 shows on October 15, 2019; it did not make the January 1, 2020 second payment or any additional payments thereafter.

20. The Agreement also required FP to provide and pay for additional accommodations such as rooms, food, beverage, transportation, and marketing plans.

21. Section 15 of the Agreement governs compliance with laws and rules, and states in relevant part as follows:

PRODUCER and ARTIST agree to comply with any and all federal, state and local laws, ordinances, rules and regulations, including those of any applicable regulatory body, and with all provisions of any applicable collective bargaining agreement to which FP is signatory in connection with the engagements hereunder. FP shall comply with any and all federal, state and local laws, ordinances, rules and regulations, including those of any applicable regulatory body, in connection with its obligations and actions related to the Performances; provided, that FP shall not be deemed in breach of this provision for minor code violations. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over FP and over the services and personnel to be furnished by ARTIST and/or PRODUCER to FP hereunder. Whenever there is any conflict not governed by this Agreement between any provision of this Agreement and any law, rule, regulation or requirement of any governmental body regulating gaming, such law, rule, regulation, or requirement shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict. ARTIST and PRODUCER shall also comply with any and all rules and regulations established by FP in relation to the operation and function of its premises.

22. Section 19 of the Agreement governs matters of incapacity and force majeure, and states in full as follows:

In the event ARTIST does not perform a Performance by reason of death, severe illness or other incapacity to ARTIST or to ARTIST's immediate family members, or if either party's presentation of a show is prevented, rendered impossible or materially frustrated by any act, requirement or regulation or action of any public authority or bureau, strike or labor difficulties, act or threat of terrorism, flood, fire, abnormally severe weather conditions, civil tumult, effects of energy use restrictions, emergencies, lockout or other labor dispute, act of God, absence of power or other essential services, failure of technical facilities or failure or delay of transportation facilities, or any other cause beyond either party's reasonable control, then there shall be no claim for damages by any party to this Agreement and each party's obligations hereunder as to such Performance shall be waived (provided that the parties first attempt in good faith to re-schedule the Performance in question to a comparable date). Notwithstanding the foregoing, provided that such Performance cannot be rescheduled prior to such Performance (which such rescheduling shall be subject to Artist's availability) and ARTIST is ready, willing, present in Las Vegas and able to perform, PRODUCER shall be entitled to 50% of the compensation due for the applicable Performance.

23. The Agreement is a valid and enforceable contract.

1 24. Plaintiffs did not breach the Agreement.

2 25. Defendant anticipatorily breached the Agreement in November 2019 by closing KAOS
3 nightclub.

4 26. Section 20 of the Agreement, governing notices of breach, states as follows, in relevant
5 part:

6 In the event either party refuses or neglects to remedy such alleged material breach
7 [following notice and cure period] and comply with any provisions hereunder, and
8 such breaching party is not in the process of curing such breach, then any such
9 failure shall be deemed a substantial and material breach of this Agreement and the
10 non-breaching party shall have the right (in such party's sole discretion), without
11 prejudice to any other rights and remedies to immediately terminate this Agreement
12 and cancel the Engagement hereunder. In the event of a material uncured breach by
13 FP, PRODUCER shall have the right to: (i) retain all amounts already paid to
14 PRODUCER by FP as partial compensation for such breach; (ii) receive the unpaid
15 balance of the compensation stated in Section 2; and (iii) PRODUCER and ARTIST
16 shall have no further liabilities and/or obligations in connection with the
17 Engagement or the transactions contemplated by this Agreement. For the avoidance
18 of doubt and for purposes of this Paragraph 20, a material breach on the part of FP
19 shall be solely for (1) failure to pay the Compensation as set forth in Paragraph 2,
20 or (2) failure to provide a suitable venue for ARTIST to carry out the Performances
21 hereunder.

22 27. The parties dispute only the proper measure of the Plaintiffs' damages.
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28. Plaintiffs received the following payments from Defendant under the Agreement:

Kaskade 2019 KAOS Shows and Related Payments				
Show Date	City, State	Venue	Amount Paid	Date Paid
2019 Payment #1	Las Vegas, NV	Future Shows at KAOS	\$2,250,000	March 1, 2018
2019 Payment #2	Las Vegas, NV	Future Shows at KAOS	\$2,250,000	Jan. 8, 2019
April 7, 2019	Las Vegas, NV	KAOS	\$150,000	April 22, 2019
April 12, 2019	Las Vegas, NV	KAOS	\$150,000	April 22, 2019
April 19, 2019	Las Vegas, NV	KAOS	\$150,000	April 24, 2019
May 5, 2019	Las Vegas, NV	KAOS	\$150,000	May 8, 2019
May 10, 2019	Las Vegas, NV	KAOS	\$150,000	May 16, 2019
May 11, 2019	Las Vegas, NV	KAOS	\$150,000	May 16, 2019
May 19, 2019	Las Vegas, NV	KAOS	\$150,000	May 22, 2019
May 25, 2019	Las Vegas, NV	KAOS	\$150,000	June 3, 2019
June 1, 2019	Las Vegas, NV	KAOS	\$150,000	June 7, 2019
June 8, 2019	Las Vegas, NV	KAOS	\$150,000	June 12, 2019
June 22, 2019	Las Vegas, NV	KAOS	\$150,000	June 26, 2019
June 23, 2019	Las Vegas, NV	KAOS	\$150,000	June 26, 2019
June 29, 2019	Las Vegas, NV	KAOS	\$150,000	July 3, 2019
June 30, 2019	Las Vegas, NV	KAOS	\$150,000	July 3, 2019
July 5, 2019	Las Vegas, NV	KAOS	\$150,000	July 9, 2019
July 6, 2019	Las Vegas, NV	KAOS	\$150,000	July 9, 2019
July 20, 2019	Las Vegas, NV	KAOS	\$150,000	July 24, 2019
July 27, 2019	Las Vegas, NV	KAOS	\$150,000	Aug. 5, 2019
August 8, 2019	Las Vegas, NV	KAOS	\$150,000	Aug. 20, 2019
August 23, 2019	Las Vegas, NV	KAOS	\$150,000	Aug. 29, 2019
Sept. 15, 2019	Las Vegas, NV	KAOS	\$150,000	Sept. 20, 2019
Oct. 5, 2019	Las Vegas, NV	KAOS	\$150,000	Oct. 10, 2019
Oct. 13, 2019	Las Vegas, NV	KAOS	\$150,000	Oct. 17, 2019
Oct. 18, 2019	Las Vegas, NV	KAOS	\$150,000	Oct. 30, 2019
		2019 Sub-Total	\$8,100,000	
2020 Payment #1	Las Vegas, NV	2020 Shows at KAOS	\$2,250,000	Oct. 15, 2019
		Total Fees Paid	\$10,350,000	

IV.

The following facts, though not admitted, will not be contested at trial by evidence to the contrary:

1. Plaintiffs adequately attempted to mitigate their damages to the extent required under Nevada law and by the Agreement.

2. On March 12, 2020, Nevada Governor Steve Sisolak issued a statewide Declaration of Emergency for Covid-19.

3. In conjunction with the Declaration of Emergency, the State of Nevada issued a series of orders, directives, and restrictions.

4. On March 17, 2020, Governor Sisolak verbally ordered, and then on March 18, 2020 issued Declaration of Emergency Directive 002, which stated, in part: “The Nevada general public shall cease gathering at gaming establishments, and all gaming devices, machines, tables, games, and any equipment related to gaming activity shall cease operations effective March 17, 2020, at 11:59 p.m., for the duration that this Directive shall be in effect.”

5. On March 20, 2020, Governor Sisolak issued Declaration of Emergency for Covid-19 Directive 003, which stated, in part: “Non-Essential Businesses, as further defined in regulations promulgated under this Directive, that promote recreational social gathering activities including, but not limited to, recreation centers, clubhouses, nightclubs, movie theaters, massage parlors, adult entertainment establishments, brothels, and live entertainment venues, and any other such Non-Essential Business shall close effective March 20, 2020, at 11:59 p.m., for the duration that this Directive shall be in effect.”

6. On May 28, 2020, Governor Sisolak issued Declaration of Emergency Directive 021 - Phase Two Reopening Plan which permitted several businesses to reopen on June 4, 2020 subject to certain conditions, including casinos, restaurants, and bars, but required nightclubs and dayclubs to remain closed.

V.

The following are the issues of fact to be tried and determined upon trial:

1. Whether seasonal and other factors impact the scheduling of DJ performances at Las Vegas nightclubs and dayclubs.

2. How many Performances Raddon was likely to have completed at KAOS during the period from January 1, 2020 through March 17, 2020 had the venue remained open.

3. How many Performances Raddon was likely to have completed during the period from January 1, 2020 through March 17, 2020 had he been offered an alternative venue at which to perform.

4. Notwithstanding KAOS' closure in November 2019, whether the Nevada Governor's shutdown orders in March 2020 and thereafter in response to the COVID-19 pandemic rendered the parties unable to perform their respective obligations under the Agreement beginning March 17, 2020 and, if so, the length that the inability to perform lasted.

5. Whether and when alternative venues were permitted to open (or re-open) under the Nevada Governor's COVID-19 orders, and whether such alternative venues were a suitable venue to carry out the Performances contemplated under the Agreement.

6. Whether and what type of restrictions were imposed on alternative venues that were permitted to open (or re-open) under the Nevada Governor's COVID-19 orders, including restrictions on capacity, social distancing, dancing, standing, face coverings, and the like.

7. Whether the restrictions referenced in the foregoing paragraph changed over time and, if so, in what manner.

8. Whether the Nevada Governor's COVID-19 orders, including Directive 021-Phase Two Reopening Plan, defined nightclubs and dayclubs, and whether that definition or interpretation of those terms differed from that of the Agreement.

9. Whether other operators opened existing, converted, or new alternative venues on or after June 4, 2020, the characteristics thereof, the artists that performed at these alternative venues, and whether any internationally-known DJs performed at these venues.

10. The factors impacting Defendant's ability to convert KAOS into an alternative venue or create or find a new or existing alternative venue sometime after June 4, 2020 to accommodate Raddon's performances and comply with the Governor's COVID-19 orders.

11. Whether Plaintiffs could and/or would have completed the remaining Performances under the Agreement during the remainder of 2020 had Defendant been able to open an existing, converted, or new "lounge-type" venue or other performance venue that complied with the Nevada Governor's COVID-19 Orders.

12. Whether the amount of damages Plaintiffs contend is due under the Agreement is proportionate to Plaintiffs' actual damages.

VI.

The following are issues of law to be tried and determined at trial:

1. Whether the Agreement required Defendant to pay Plaintiffs in full for shows canceled by Defendant.

2. Whether Defendant's anticipatory breach of the Agreement in November 2019 accelerated all remaining Compensation due under the Agreement.

3. Whether Defendant scheduled any additional shows in 2019 or 2020 after its breach of the Agreement in November 2019 by closing KAOS nightclub.

4. Whether, and if so, the extent to which, Defendant was obligated under the Agreement to provide an alternative venue for the remaining 2019 and any pre-March 17, 2020 Performances following the closure of the Venue in November 2019, Plaintiffs' declaration of breach in November 2019, and Plaintiffs' termination of the Agreement in December 2019.

5. Whether, and if so, the extent to which, Defendant was obligated under the Agreement to offer, create, or convert an alternative venue for any post-June 4, 2020 Performances following the resumption of limited casino operations under the Nevada Governor's COVID-19 Orders.

6. Whether, and if so, the extent to which, Defendant's payment of some advance portion of the Fees for 2020 Performances sets off or otherwise satisfies Defendant's other payment obligations to Plaintiffs, if any.

7. Whether Defendant's breach caused all of the damages Plaintiffs seek in this action.

8. Whether the Agreement's force majeure clause supersedes and replaces the common law doctrines of impossibility and impracticability notwithstanding the clause's incorporation of the terms "impossible" and "materially frustrated."

9. Whether the Agreement's force majeure clause and principles of supervening impossibility and impracticability limit Plaintiffs' recoverable damages to those that (i) occurred prior to the supervening impossibility, and (ii) have not otherwise already been paid.

10. Whether the damages provision in the Agreement constitutes an unenforceable liquidated damages clause.

VII.

(a) The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

(1) Plaintiff's exhibits.

Exhibit	DESCRIPTION	BATES
001	January 8, 2018 Artist Performance Agreement	RADDON0003275 – RADDON0003288
002	Date of all performances scheduled at the Venue prior to Defendant's closure	RADDON0008080 – RADDON0008081
003	March 12, 2020 Declaration of Emergency for COVID-19	FPH01490 – FPH01492 Ex. 8 to Response to MSJ & Counter-motion
004	March 18, 2020 Declaration of Emergency Directive 002	FPH01508 – FPH01510 Ex. 9 to Response to MSJ & Counter-motion
005	March 20, 2020 Declaration of Emergency Directive 0003	FPH01514 – FPH01518

Exhibit	DESCRIPTION	BATES
		Ex. 10 to Response to MSJ & Counter-motion
006	April 30, 2020 Nevada United: Roadmap to Recovery Plan	FPH01575 – FPH01602 Ex. 11 to Response to MSJ & Counter-motion
007	May 7, 2020 Phase One Roadmap to Recovery Plan	FPH01603 – FPH01611 Ex. 12 to Response to MSJ & Counter-motion
008	May 28, 2020 Declaration of Emergency Directive 021	FPH01631 – FPH01643 Ex. 13 to Response to MSJ & Counter-motion
009	July 31, 2020 Declaration of Emergency Directive 029	FPH01681 – FPH01684 Ex. 14 to Response to MSJ & Counter-motion
010	September 30, 2020 Declaration of Emergency Directive 033	FPH01709 – FPH01717 Ex. 15 to Response to MSJ & Counter-motion
011	October 2, 2020 Declaration of Emergency Directive 034	FPH01718 – FPH01722 Ex. 16 to Response to MSJ & Counter-motion
012	Emails Between Ryan Perring, Kevin Gimble, and Ryan Henderson	RADDON0008080 – RADDON0008096 Ex. F. to MSJ
013	Emails Between Ryan Perring and Steve Gordon	RADDON0002639 – RADDON0002642 Ex. G. to MSJ
014	October 8, 2019 Notice of Breach of Artist Performance Agreement	RADDON0000066 – RADDON0000067 Ex. H. to MSJ
015	November 13, 2019 Notice of Breach of Artist Performance Agreement	FPH01455 – FPH01456 Ex. I. to MSJ
016	December 3, 2019 Notice of Termination of Artist Performance Agreement	FPH01465 Ex. J. to MSJ

Exhibit	DESCRIPTION	BATES
017	Emails Between Kevin Gimble and Jeffrey Welch	RADDON0006720 – RADDON0006723 Ex. K to MSJ
018	August 30, 2019 Notice of Breach of Artist Performance Agreement	RADDON0000091 Ex. L. to MSJ
019	Emails Between Jordan Siev and Jeffrey Welch	RADDON0006992 – RADDON0006994 Ex. M to MSJ
020	July 30, 2019 – August 6, 2019 Email Chain Reflecting Schedule Change	RADDON0002027 – RADDON0002033 Ex. 2 to Response to MSJ & Counter-motion
021	August 12, 2019 Email from Jon Gray Regarding Proposed 2020 Schedule	FPH01723 – FPH01735 Ex. 3 to Response to MSJ & Counter-motion
022	October 17, 2019 Email from Brent Freed Regarding Mock Schedule	FPH01736 – FPH01740 Ex. 4 to Response to MSJ & Counter-motion
023	October 8-10, 2019 Email Chain Regarding Notice of Breach of Artist Performance Agreement	FPH01069 – FPH01070 Ex. 5 to Response to MSJ & Counter-motion
024	October 22-30, 2019 Email Exchanges Regarding Kaskade Exploring Other Potential Deals	FPH01292 – FPH01293 Ex. 6 to Response to MSJ & Counter-motion
025	UTA Pages Regarding November 2019 – December 2019 Performances	RADDON0004676 – RADDON0004677 Ex. 7-1 to Response to MSJ & Counter-motion
026	UTA Spreadsheet Regarding 2020 Completed and Cancelled Performances	RADDON0011034-001 – RADDON0011034-002 Ex. 7-2 to Response to MSJ & Counter-motion
027	Susan Stapleton, <i>Nightclubs and Pool Parties Will Not Reopen When Casinos in Nevada Do</i> , Eater Vegas (May 4, 2020),	Ex. O to Reply to MSJ

Exhibit	DESCRIPTION	BATES
	https://vegas.eater.com/2020/5/4/21246453/nightclubs-pool-parties-will-not-reopen-casinos-nevada-gaming-control-board-guidelines	
028	Jenna Phillips, <i>Reopen Dates: Las Vegas Nightclubs & Pool Parties</i> , Vegas Primer, (last updated November 2, 2020) (last visited November 6, 2020) https://electronic.vegas/news/what-nightclubs-dayclubs-open-las-vegas/	Ex. P to Reply to MSJ
029	<i>What nightclubs and dayclubs are open in Las Vegas?</i> , Vegas Primer, August 5, 2020, https://vegasprimer.com/covid-19-club-update/	Ex. Q to Reply to MSJ
030	<i>When will Las Vegas Nightclubs and Pool Parties Reopen?</i> , (last updated October 18, 2020) (last visited November 6, 2020), https://lasvegasnightclubs.com/articles/coronavirus/#	Ex. R to Reply to MSJ
031	TAO Lounge, Event Calendar for November 20, 2020 (last visited November 16, 2020), https://taolvnc.taogroup.com/event/uv3601321553dt201120/tao-lounge/	Ex. S to Reply to MSJ
032	EDM Train, (last visited November 16, 2020), https://edmtrain.com/las-vegas-nv	Ex. T to Reply to MSJ
033	November 22, 2020 Governor Sisolak's Prepared Remarks Regarding Statewide Pause	FPH04034 – FPH04051 Ex. 17 to Reply to Counter-motion
034	November 22, 2020 Nevada Statewide Pause Guidance Matrix	FPH04052 – FPH04053 Ex. 18 to Reply to Counter-motion
035	November 22, 2020 Nevada Statewide Pause Summary Graphic	FPH04055 Ex. 19 to Reply to Counter-motion
036	November 25, 2020 Declaration of Emergency Directive 035	Ex. 20 to Reply to Counter-motion
037	<i>Kaos Nightclub at the Palms is closing</i> , (last updated November 5, 2019 9:24 pm) Las Vegas Review Journal, www.reviewjournal.com/business/casinos-gaming/kaos-nightclub-at-the-palms-is-closing-1886280/	
038	<i>NYE at Tao Lounge ft. Eric Delux at Tao at the Venetian</i> , Calendar listing for 12/31/2020, www.web.archive.org/web/20201128102648/https://electronic.vegas/event/nye-tao-vegas-dec-31/	
039	January 29, 2018 Email from Sarah Scott to Eric Marder, cc Multiple Parties, Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00187- FPH00194
040	Draft Artist Performance Agreement with comments	FPH00195- FPH00208
041	Draft Artist Performance Agreement with redline changes	FPH00209- FPH00222
042	February 2, 2018 Email Eric Marder to Sarah Scott, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00223- FPH00231

Exhibit	DESCRIPTION	BATES
043	Draft Artist Performance Agreement	FPH00232- FPH00245
044	Draft Artist Performance Agreement with redline changes	FPH00246- FPH00259
045	February 5, 2018 Email Dominic Chaklos to Eric Marder, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00260- FPH00269
046	Draft Artist Performance Agreement with comments	FPH00270- FPH00283
047	Draft Artist Performance Agreement with Redline Changes	FPH00284- FPH00298
048	February 5, 2018 Email Dominic Chaklos to Edward Shapiro, cc Sarah Scott Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00299- FPH00308
049	Draft Artist Performance Agreement with comments	FPH00309- FPH00322
050	Draft Artist Performance Agreement with Redline Changes	FPH00323- FPH00337
051	February 6, 2018 Email Dominic Chaklos to Edward Shapiro, Eric Marder cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00338- FPH00347
052	Draft Artist Performance Agreement with comments	FPH00348- FPH00361
053	Draft Artist Performance Agreement with Redline Changes	FPH00362- FPH00375
054	Draft Artist Performance Agreement with Redline Changes	FPH00376- FPH00389
055	February 5, 2018 Letter John Pasqualotto to Josh Klein Regarding Background Questionnaires	FPH00390- FPH00396
056	February 7, 2018 Email Edward Shapiro to Dominic Chaklos, Eric Marder cc: Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00397- FPH00407
057	February 7, 2018 Email Edward Shapiro to Dominic Chaklos, Eric Marder cc: Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00408- FPH00418
058	February 7, 2018 Email Dominic Chaklos to Edward Shapiro, Eric Marder cc: Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00419- FPH00430
059	Draft Artist Performance Agreement	FPH00431- FPH00444
060	Draft Artist Performance Agreement with Redline Changes	FPH00445- FPH00458
061	Draft Artist Performance Agreement	FPH00459- FPH00472
062	February 8, 2018 Email Eric Marder to Dominic Chaklos, Edward Shapiro, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00473- FPH00485
063	January 8, 2018 Artist Performance Agreement, signed by Big City Dynasty Corp., Ryan Raddon	FPH00486- FPH00499
064	February 8, 2018 Email Dominic Chaklos to Eric Marder, Edward Shapiro, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00500- FPH00512

Exhibit	DESCRIPTION	BATES
065	February 8, 2018 Email Dominic Chaklos to Eric Marder, Edward Shapiro, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00513- FPH00525
066	February 8, 2018 Email Eric Marder to Dominic Chaklos cc Dina LaPolt, Edward Shapiro, Sarah Scott Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00526- FPH00539
067	Company Background Questionnaire for Big City Dynasty Corp.	FPH00540- FPH00549
068	February 8, 2018 Email Dominic Chaklos to Eric Marder cc Sarah Scott, Dina LaPolt, Edward Shapiro Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00550- FPH00563
069	February 8, 2018 Email Dominic Chaklos to Eric Marder cc Sarah Scott, Dina LaPolt, Edward Shapiro Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00564- FPH00577
070	February 14, 2018 Email Edward Shapiro to Eric Marder, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00578- FPH00590
071	February 14, 2018 Email Edward Shapiro to Eric Marder, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00591- FPH00603
072	February 14, 2018 Email Sarah Scott to Edward Shapiro cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00604- FPH00616
073	February 14, 2018 Email Sarah Scott to Edward Shapiro cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00617- FPH00629
074	February 15, 2018 Email Dominic Chaklos to Edward Shapiro cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00630- FPH00643
075	January 8, 2018 Artist Performance Agreement, fully executed	FPH00644- FPH00657
076	February 15, 2018 Email Edward Shapiro to Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00658- FPH00670
077	February 15, 2018 Email Jeffrey Welch to Edward Shapiro, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00671- FPH00683
078	February 15, 2018 Email Edward Shapiro to Jeffrey Welch, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00684- FPH00696
079	February 15, 2018 Email Dominic Chaklos to Edward Shapiro, cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00699- FPH00713
080	February 15, 2018 Email Dominic Chaklos to Edward Shapiro cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00714- FPH00728
081	February 21, 2018 Email Edward Shapiro to Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00729- FPH00741
082	February 21, 2018 Email Josh Klein to Edward Shapiro, Jeffrey Welch, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00742- FPH00754

Exhibit	DESCRIPTION	BATES
083	W-9 for Big City Dynasty Corporation	FPH00755
084	Invoice # 0221185, Big City Dynasty Corporation to FP Holdings for \$2,250,00, 25% Advance for 2019 Las Vegas Residency	FPH00756
085	March 1, 2018 Email Edward Shapiro to Josh Klein, Jeffrey Welch, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00757- FPH00770
086	March 1, 2018 Email Jeffrey Welch to Edward Shapiro, Josh Klein, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00771- FPH00784
087	March 1, 2018 Email Jeffrey Welch to Edward Shapiro, Josh Klein, Dominic Chaklos cc Multiple Parties Regarding Artist Performance Agreement – Kaskade 2019 2020	FPH00785- FPH00798

(2) Defendant's exhibits.

Exhibit	DESCRIPTION	BATES
501	Artist Performance Agreement (Exhibit E to Plaintiffs' MSJ)	RADDON0003275- RADDON0003288
502	Emails Between Ryan Perring, Kevin Gimble, and Ryan Henderson (Exhibit F to Plaintiffs' MSJ)	RADDON0008080- RADDON0008096
503	Emails Between Ryan Perring and Steve Gordon (Exhibit G to Plaintiffs' MSJ)	RADDON0002639- RADDON0002642
504	October 8, 2019 Notice of Breach of Artist Performance Agreement (Exhibit H to Plaintiffs' MSJ)	RADDON0000066- RADDON0000067
505	November 13, 2019 Notice of Breach of Artist Performance Agreement (Exhibit I to Plaintiffs' MSJ)	FPH01455-FPH01456
506	December 3, 2019 Notice of Termination of Artist Performance Agreement (Exhibit J to Plaintiffs' MSJ)	FPH01465-FPH01465
507	Emails Between Kevin Gimble and Jeffrey Welch (Exhibit K to Plaintiffs' MSJ)	RADDON0006720- RADDON0006723
508	August 30, 2019 Notice of Breach of Artist Performance Agreement (Exhibit L to Plaintiffs' MSJ)	RADDON0000091- RADDON0000091
509	Emails Between Jordan Siev and Jeffrey Welch (Exhibit M to Plaintiffs' MSJ)	RADDON0006992- RADDON0006994
510	01/08/18 Palms Resort Casino Artist Performance Agreement (Exhibit 1 to FPH's Response)	1-14
511	07/30/19 - 08/6/19 Email Chain Reflecting Schedule Change (Exhibit 2 to FPH's Response)	RADDON0002027- RADDON0002033
512	08/12/19 Email from Jon Gray Regarding Proposed 2020 Schedule (Exhibit 3 to FPH's Response)	FPH01723-FPH01735
513	10/17/19 Email from Brent Freed Regarding Mock Schedule (Exhibit 4 to FPH's Response)	FPH01736-FPH01740
514	10/08/19 - 10/10/19 Email Chain Regarding Notice of Breach of Artist Performance Agreement (Exhibit 5 to FPH Response)	FPH01069-FPH01070
515	10/22/19 - 10/30/19 Email Exchanges Regarding Kaskade Exploring Other Potential Deals (Exhibit 6 to FPH's Response)	FPH01292-FPH01293
516	UTA Pages Regarding 11/2019 - 12/2019 Performances (Exhibit 7-1 to FPH's Response)	RADDON0004676- RADDON0004677

Exhibit	DESCRIPTION	BATES
517	UTA Spreadsheet Regarding 2020 Completed and Canceled Performances (Exhibit 7-2 to FPH's Response)	RADDON0011034_001 - RADDON0011034_002
518	3/12/20 Declaration of Emergency for Covid 19 (Exhibit 8 to FPH's Response)	FPH01490-FPH01492
519	3/18/20 Declaration of Emergency Directive 002 (Exhibit 9 to FPH's Response)	FPH01508-FPH01510
520	3/20/20 Declaration of Emergency for COVID 19 Directive 003 (Exhibit 10 to FPH's Response)	FPH01514-FPH01518
521	4/30/20 Nevada United Roadmap to Recovery (Exhibit 11 to FPH's Response)	FPH01575-FPH01602
522	5/7/20 Declaration of Emergency Directive 018 (Exhibit 12 to FPH's Response)	FPH01603-FPH01611
523	5/28/20 Declaration of Emergency Directive 021 (Exhibit 13 to FPH's Response)	FPH01631-FPH01643
524	7/31/20 Declaration of Emergency Directive 029 (Exhibit 14 to FPH's Response)	FPH01681-FPH01684
525	9/30/20 Declaration of Emergency Directive 033 (Exhibit 15 to FPH's Response)	FPH01709-FPH01717
526	10/2/20 Declaration of Emergency Directive 034 (Exhibit 16 to FPH's Response)	FPH01718-FPH01722
527	5/4/20 Eater Vegas Article "Nightclubs and Pool Parties Will Not Reopen When Casinos in Nevada Do" (Exhibit O to Plaintiffs' Reply)	5-8
528	Vegas Primer Article "Reopen Dates: Las Vegas Nightclubs & Pool Parties" (Exhibit P to Plaintiffs' Reply)	9-21
529	8/5/20 Article "What Nightclubs and Dayclubs are Open in Las Vegas?" (Exhibit Q to Plaintiffs' Reply)	22-23
530	Article "When Will Las Vegas Nightclubs and Pool Parties Reopen?" (Exhibit R to Plaintiffs' Reply)	24-28
531	TAO Lounge, Event Calendar for 11/20/20 (Exhibit S to Plaintiffs' Reply)	29-31
532	EDM Train (Exhibit T to Plaintiffs' Reply)	32-34
533	11/22/20 Governor Sisolak's Prepared Remarks (Exhibit 17 to FPH's Reply)	FPH04034-FPH04051
534	11/22/18 Nevada Statewide Pause Guidance Matrix (Exhibit 18 to FPH's Reply)	FPH04052-FPH04053
535	11/22/20 Nevada Statewide Pause Summary Graphic (Exhibit 19 to FPH's Reply)	FPH04055-FPH04055
536	11/25/20 Declaration of Emergency Directive 035 (Exhibit 20 to FPH's Reply)	148-155
537	1/29/18 Email Chain Between Sarah Scott and Eric Marder re: Kaskade Residency Agreement Redline	FPH00187-FPH00194
538	Artist Performance Agreement (Redline) (Attachment to Exhibit 537 Email)	FPH00195-FPH00208
539	2/2/18 Email Chain Between Eric Marder and Sarash Scott re Kaskade 2019 2020 Artist Performance Agreement	FPH00223-FPH00231
540	Artist Performance Agreement PDF Attachment to Exhibit 539 Email	FPH00232-FPH00245
541	12/6/19 Email Between Shaun Cooney and Brent Freed re KAOS Talent Update As of Dec 6	FPH02020

Exhibit	DESCRIPTION	BATES
542	10/17/19 Email re Talent Update	FPH01736
543	2019 Competitive Calendar Attachment to Exhibit 542 Email	FPH01737
544	2020 Mock Calendar Attachment to Exhibit 542 Email	FPH01738-FPH01740
545	2019 Talent Plan attachment to Exhibit 542 Email	FPH01741-FPH01742
546	November 2019 Calendar Plan attachment to Exhibit 542 Email	FPH01743
547	December 2019 Calendar Plan attachment to Exhibit 542 Email	FPH01744
548	9/18/19 Email re Talent Schedules from Jon Gray	FPH01854
549	KAOS 2019 Q4 Proforma attachment to Exhibit 548 Email	FPH01855_0001-FPH01855_0228
550	KAOS 2020 Q4 Proforma attachment to Exhibit 548 Email	FPH01856_0001-FPH01856_0228
551	8/12/19 Email from Jon Gray re Proposed 2020 Schedule	FPH01723
552	Proposed 2020 Schedule attachment to Exhibit 551 Email* *While preparing this list of exhibits, FP learned that the native file of this document contains fields that were not previously produced; FP will supplement its production with the full document (excluding the financial information related to other DJs)	FPH01724-FPH01735
553	9/23/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction 10/3/19 - 1/26/20 Schedule	FPH01906-FPH01911
554	9/23/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction 9/15/19 - 10/27/19 Schedule	FPH01901-FPH01905
555	9/23/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction	FPH01897-FPH01900
556	9/20/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction	FPH01874-FPH01876
557	Calendar of Confirmed Shows April 2019 - January 2020 attachment to Exhibit 556 Email	FPH01877-FPH01886
558	9/18/19 Email re KAOS Invoice	FPH01018
559	Independent Contractor Determination Form	FPH01019-FPH01020
560	IRS CP575A form for MBXCorp, Inc.	FPH01022-FPH01024
561	Station Casinos Vendor Profile Form	FPH01026-FPH01027
562	IRS W-9 Form for MBXCORP, Inc.	FPH01029-FPH01034
563	Invoice to KAOS Nightclub re KASKADE (Invoice PAL91119) dated 9/11/19	FPH01036
564	8/12/19 Email re DOR 8/11/19	FPH01824
565	Abbreviated DOR for nightclub operations from 8/11/19 attachment to Exhibit 564 Email	FPH01825
566	7/28/19 Email re DOR 7/27/19	FPH01816-FPH01817
567	KAOS Abbreviated Nightclub DOR 7/27/19 attachment to Exhibit 566 Email	FPH01818
568	7/21/19 Email re DOR 7/20/19	FPH01812-FPH01813

Exhibit	DESCRIPTION	BATES
569	KAOS Abbreviated Nightclub DOR 7/20/19 attachment to Exhibit 568 Email	FPH01814
570	7/7/19 Email re DOR 7/6/19	FPH01808-FPH01809
571	KAOS Abbreviated Dayclub DOR 7/6/19 attachment to Exhibit 570 Email (FPH01811).pdf	FPH01811
572	7/6/19 Email re DOR 7/5/19	FPH01801
573	KAOS Abbreviated Nightclub DOR 7/5/19 attachment to Exhibit 572 Email	FPH01802
574	7/1/19 Email re DOR 6/30/19	FPH01795-FPH01796
575	KAOS Nightclub DOR 6/30/19 attachment to Exhibit 574 Email	FPH01797_0001-FPH01797_0080
576	KAOS Dayclub DOR 6/30/19 attachment to Exhibit 574 Email	FPH01798_0001-FPH01798_0069
577	KAOS Dayclub daily DOR 6/30/19 attachment to Exhibit 574 Email	FPH01800
578	6/7/19 Email re KAOS Break Evens	FPH01791-FPH01793
579	KAOS dayclub/nightclub forecast spreadsheets attachment to Exhibit 578 Email	FPH01794_0001-FPH01794_0079
580	6/7/19 Email re Trends	FPH01789-FPH01789
581	Updated rmc ym.xlsx attachment to Exhibit 580 Email	FPH01790_0001-FPH01790_0028
582	6/7/19 Email re KAOS Break Evens	FPH01784-FPH01785
583	June KAOS break-evens spreadsheets attachment to Exhibit 582 Email	FPH01786_0001-FPH01786_0012
584	5/6/19 Email re DOR 5/5/2019	FPH01781-
585	May Nightclub DOR 5/5/19 attachment to Exhibit 584 Email	FPH01782
586	May Dayclub DOR 5/5/19 attachment to Exhibit 584 Email	FPH01783
587	4/23/19 Email re DOR 4/19/19	FPH01778
588	April nightclub DOR 4/19/19 attachment to Exhibit 587 Email	FPH01779
589	April dayclub DOR 4/19/19 attachment to Exhibit 587 Email	FPH01780
590	4/16/19 Email Revised DOR Week Ending 4/14 dayclub/nightclub	FPH01773
591	Nightclub DOR 4/11/19 - 4/14/19 attachment to Exhibit 590 Email	FPH01774_0001-FPH01774_0018
592	Dayclub DOR 4/12/19 - 4/14/19 attachment to Exhibit 590 Email	FPH01775_0001-FPH01775_0017
593	10/7/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction	FPH01918-FPH01924
594	9/19/19 Email re KAOS Announced Scheduled Shows Canceled Because of Dome Construction	FPH01861-FPH01862
595	August 2019 - December 2019 Performance Calendar attachment to Exhibit 594 Email	FPH01863-FPH01867
596	8/13/19 Email re DOR 8/11/19	FPH01827
597	DOR Short Nightclub 8/11/19 attachment to exhibit 596 Email	FPH01828
598	8/24/19 Email re DOR 8/23/19	FPH01836

Exhibit	DESCRIPTION	BATES
599	DOR Short Nightclub 8.23.19 attachment to Exhibit 598 Email	FPH01837
600	4/22/19 Email re Updated Entertainment Summary	FPH01776
601	Palms Entertainment Summary list attachment to Exhibit 600 Email	FPH01777_0001-FPH01777_0063
602	10/30/19 Email re Kaskade/Palms between Jeff Welch and Edward Shapiro	FPH01292-FPH01293
603	10/22/19 Email re Kaskade/Palms between Jordan Siev and Jeff Welch	FPH01290-FPH01291
604	10/22/19 Email re Kaskade/Palms between Jordan Siev and Jeff Welch	FPH01287
605	10/22/19 Email re Kaskade/Palms between Jordan Siev and Jeff Welch	FPH01288-FPH01289
606	9/3/2019 Email re Ryan Raddon between J. Welch and K. Gimble	FPH00967-FPH00970
607	KAOS nightclub/dayclub DOR 4/2019 - 8/2019	FPH01745_0001-FPH01745_0004
608	8/22/19 Email Chain re Kaskade/Palms between K. Gimble and E. Shapiro	RADDON0001194-RADDON0001196
609	Slideshow of Kaskade KAOS show design concepts	RADDON0003525-RADDON0003548
610	Kaskade Summer Content 2019 Invoice from MBXCORP, INC. to Kaskade Music (Invoice No. KAS91119) 9/11/19	RADDON0005082
611	6/29/19 Email chain re Las Vegas between Ryan Raddon and Ryan Henderson and Kaskade team	RADDON0001977-RADDON0001988
612	11/11/2019 Email re Kaskade 2020 between Sarah Rountree and K. Gimble	RADDON0002000-RADDON0002001
613	8/12/19 Email re Kaskade Invoice 4.7 between Monarch Business & Wealth and Palms	RADDON0002002-RADDON0002005
614	11/11/19 Email re Update 11/10 Kaskade Show Dates 2019 & 2020	RADDON0002020-RADDON0002026
615	12/18/19 Email re Kaskade October Statement	RADDON0002276
616	Kaskade October Statement attachment to Exhibit 615 Email	RADDON0002277
617	4/23/19 Email re PALMS day club stage	RADDON0003264
618	7/11/19 Email re Studio Institute x KAOS	RADDON0003524
619	4/24/19 Email re Kaskade Redux at CRSSD	RADDON0003872
620	9/17/19 Email re Kaskade One Sheet October 2019	RADDON0003928-RADDON0003954
621	Oct 2019 Kaskade One Sheet attachment to Exhibit 620 Email	RADDON0003955
622	1/25/20 Email re KAOS Update	RADDON0003969
623	6/24/19 Email from Ryan Raddon re Las Vegas Redux Show	RADDON0004024
624	1/28/20 Email re 2019 Settlement	RADDON0004665
625	UTA 2019 Statements attachment to Exhibit 624 Email	RADDON0004666-RADDON0004677
626	BLK MATTER LTD. Invoice (#000055) dated 1/21/20 to Kaskade Music LLC	RADDON0004679

Exhibit	DESCRIPTION	BATES
627	Kaskade January 2019 to December 2019 Touring Commissions spreadsheets	RADDON0004681-RADDON0004682
628	6/28/19 Email re Las Vegas Show plans from Ryan Raddon	RADDON0004741-RADDON0004742
629	9/12/19 Email re Summer Invoice from Mike Burakoff	RADDON0005081
630	5/20/19 Email re Kaskade KAOS Assets Approval 5/19	RADDON0005977-RADDON0005980
631	8/24/19 Email re Resorts World from Ryan Raddon	RADDON0006117-RADDON0006137
632	5/19/20 Email re Contract Kaskade 5/25/19 KAOS	RADDON0006174
633	UTA Agreement between Big City Dynasty Corp and FP Holdings (Contract #1034342)	RADDON0006175-RADDON0006179
634	11/1/2019 Email re Kaskade Announcement confirming 2019 dates between K.Gimble and J.Siev, J. Welch	RADDON0006203-RADDON0006208
635	5/14/19 Email re Kaskade 5/25/19 KAOS nightclub confirming KAOS cancellation for \$300k	RADDON0006372
636	9/19/19 Email re Ryan Raddon rescheduling between K.Gimble and J.Welch.	RADDON0006847-RADDON0006852
637	11/1/2019 Email re Ryan Raddon rescheduling between J.Siev and J.Welch	RADDON0007212-RADDON0007226
638	4/8/19 Email re Vegas Pool Show from Loren Cronk	RADDON0007372-RADDON0007373
639	4/8/19 Email re Vegas Pool Show from Alex Vicente	RADDON0008078-RADDON0008079
640	4/9/19 Email re Vegas Pool Show from Matthew Miera	RADDON0008704-RADDON0008706
641	Feb - Mar 2020 Itinerary Information for Raddon	RADDON0010712-RADDON0010714
642	2/20/20 Email re Experience Vita Motus Design Studio	RADDON0010717-RADDON0010734
643	11/15/19 Email re Kaskade 2020 Live Show Rehearsal from Raddon	RADDON0010839-RADDON0010841
644	11/11/19 Email re Update 11/10 Kaskade Show Dates 2019 & 2020	RADDON0010987-RADDON0010995
645	2/6/20 Email re Kaskade confirmed booking for 2020 from Jodi Nelson	RADDON0011007-RADDON0011008
646	1/21/20 Email re KASKADE OFFER Escapade Ottawa 2020 from K. Gimble	RADDON0011025-RADDON0011026
647	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 1/8/19	FPH02025-FPH02033
648	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 3/1/18	FPH02034-FPH02045
649	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 4/22/19	FPH02046-FPH02056
650	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 4/24/19	FPH02057-FPH02062
651	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 5/8/19	FPH02063-FPH02071
652	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 5/16/19	FPH02072-FPH02081

Exhibit	DESCRIPTION	BATES
653	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 5/22/19	FPH02082-FPH02089
654	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 6/3/19	FPH02090-FPH02097
655	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 6/7/19	FPH02098-FPH02105
656	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 6/12/19	FPH02106-FPH02114
657	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 6/26/19	FPH02115-FPH02124
658	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 7/3/19	FPH02125-FPH02133
659	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 7/9/19	FPH02134-FPH02143
660	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 7/24/19	FPH02144-FPH02153
661	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 8/5/19	FPH02154-FPH02162
662	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 8/20/19	FPH02163-FPH02172
663	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 8/29/19	FPH02173-FPH02181
664	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 9/20/19	FPH02182-FPH02189
665	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 10/10/19	FPH02190-FPH02209
666	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 10/15/19	FPH02210-FPH02215
667	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 10/17/19	FPH02216-FPH02226
668	Bank of America - Payment Details Report between Station Casinos to Big City Dynasty Corp dated 10/30/19	FPH02227-FPH02237
669	1/10/19 Email chain from Ryan Henderson to Ryan Perrings re: Kaskade Announcement	RADDON0008194-RADDON0008207
670	1/10/19 Email chain from Ryan Henderson to Kevin Gimble re: Kaskade Announcement	RADDON0008604-RADDON0008618
671	1/12/19 Email chain from Kevin Gimble to Ryan Perrings re: Kaskade Announcement	RADDON0008687-RADDON0008703
672	11/11/19 Email chain from Sarah Rountree to Kevin Gimble re: Kaskade 2020	RADDON0010706-RADDON0010708
673	1/27/10 Email from Ryan Raddon to Sean Guarino re: KAOS Update	RADDON0010716
674	12/5/19 Email from Ryan Raddon to Loren Cronk re: Sacramento Selects	RADDON0010750
675	Photo attachments for Exhibit #674 Email "Sacramento Selects"	RADDON0010751-RADDON0010793
676	11/12/19 Email from Ryan Raddon to Sam Metzger re: LA	RADDON0010814
677	Photo attachments for Exhibit #676 Email "LA"	RADDON0010815-RADDON0010819
678	Second 11/12/19 Email from Ryan Raddon to Sam Metzger re: LA	RADDON0010837

Exhibit	DESCRIPTION	BATES
679	Photo attachment for Exhibit #678 Email "LA"	RADDON0010838
680	11/25/19 Email from Ryan Raddon to Sean Guarino re KASKADE 2020 Live Show Rehearsal	RADDON0010968- RADDON0010972
681	1/16/20 Email chain from Sarah Rountree to Connor Morgan re: Kaskade Connecting	RADDON0010982- RADDON0010985
682	Kaskade One Sheet attachment to Exhibit #681 Email	RADDON0010986
683	11/10/19 Email from Sarah Rountree re: UPDATE 11/10 Kaskade Show dated 2019 & 2020	RADDON0010996- RADDON0011003
684	2/4/20 Email from UTA to Ryan Henderson re: Kaskade 2020 Confirmed Updates	RADDON0011011- RADDON0011013
685	2/6/20 Email from UTA to Ryan Henderson re: Kaskade 2020 Marketing & Confirmed Shows Grid	RADDON0011014- RADDON0011015
686	2/5/20 Email from Ryan Henderson to Jodi Call re: Kaskade	RADDON0011016
687	Spreadsheet of Kaskade:2019 Confirmed Shows (UTA)	RADDON0011033_0001- RADDON0011033_0003
688	Spreadsheet of Kaskade:2020 Confirmed Shows (UTA)	RADDON0011034_0001- RADDON0011034_0002
689	10/14/20 Email chain between UTA and TAO Group re: Kaskade @ TAO	RADDON011036- RADDON011042
690	10/14/20 Email chain between UTA and TAO Group re: Kaskade	RADDON0011043- RADDON0011046
691	March 15, 2021 Nevada's Roadmap to Recovery (Transition Plan)	n/a

(b) As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:

(1) [Set forth the plaintiff's exhibits and objections to them.]

See below.

(2) [Set forth the defendant's exhibits and objections to them.]

See below.

(3) **Joint Reservations**

In addition to the party-specific reservations described above, the parties jointly agree to the following reservations of rights:

First, each party reserves the right to use an exhibit from another party's exhibit list.

Second, the parties agree that the inclusion of an exhibit on one party's list does not waive that party's right to object to the other party's use

1 of the same document. For example, Defendant might introduce a document
2 that is a party admission by Plaintiff, but may object to Plaintiff's use of the
3 same document.

4 Third, in addition to the exhibits identified on their respective
5 exhibits lists, the parties reserve their respective rights to use demonstrative
6 exhibits, aids, charts, graphs, and other presentations at trial. The parties
7 shall exchange demonstrative exhibits on or before 60 days before trial.

8
9 **(4) Objections**

10 The parties are continuing to meet and confer in good faith regarding
11 their objections and stipulations to exhibits. The parties will also meet and
12 confer to remove duplicate exhibits prior to trial. The parties' objections and
13 stipulations are subject to the reservations below:

14 First, the parties reserve their respective rights to object to all exhibits
15 that have not been produced or sufficiently identified on the parties' exhibit
16 lists and/or in their respective Initial Disclosures and supplements thereto.

17 Second, the parties reserve their respective rights to object at trial to
18 all photographic, demonstrative, and/or physical exhibits.

19 Third, by objecting to certain exhibits, the parties do not waive their
20 respective rights to introduce the same exhibits at trial. For example, certain
21 exhibits on one party's list might be inadmissible hearsay if introduced by
22 that party, but may be admissible as party admissions if offered against the
23 other party.
24
25
26
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28

Fourth, the parties reserve their respective rights to object to exhibits, including stipulated exhibits, that are not facially objectionable but are introduced in an objectionable manner at trial.

(c) Electronic evidence: **None**

(d) Depositions:

(1) Plaintiff will offer the following depositions: **Not applicable.**

(2) Defendant will offer the following depositions: **Not applicable.**

(e) Objections to Depositions:

(1) Defendants object to plaintiff's depositions as follows: **Not applicable.**

(2) Plaintiff objects to defendants' depositions as follows: **Not applicable.**

VIII.

The following witnesses may be called by the parties at trial:

(a) Provide names and addresses of Plaintiffs' witnesses:

The following is a list of witnesses that Plaintiffs currently anticipate they may seek to call at trial in court. Plaintiffs reserve the right to supplement or amend this list or call anyone from Defendant's list.

1. Ryan Raddon
c/o Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: 702-784-5200

2. Ryan Henderson
c/o Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: 702-784-5200

3. Kevin Gimble
United Talent Agency
9336 Civic Center Drive
Beverly Hills, CA 90210
Telephone Unknown
4. Jeffrey Welch
FP Holdings, L.P.
c/o Campbell & Williams
710 South Seventh Street
Las Vegas, NV 89101
Telephone: 702-382-5222
5. Ed Shapiro
c/o Reed Smith LLP
599 Lexington Avenue, 22nd Floor
New York, NY 10022
Telephone: (212) 521-5400
6. Noah Tepperberg
101 West 12th Street
New York, NY 10011
(212) 645-4494

(b) Provide names and addresses of Defendant's witnesses:

The following is a list of witnesses that Defendant currently anticipates it may seek to call at trial in court. Defendant reserves the right to supplement or amend this list or call anyone from Plaintiff's list.

1. Ryan Raddon
c/o Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: 702-784-5200
2. FRCP 30(b)(6) Witness for Big City Dynasty Corp.
c/o Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: 702-784-5200
3. Jeffrey Welch
FP Holdings, L.P.
c/o Campbell & Williams
710 South Seventh Street
Las Vegas, NV 89101
Telephone: 702-382-5222

4. Stephen Cootey
FP Holdings, L.P.
c/o Campbell & Williams
710 South Seventh Street
Las Vegas, NV 89101
Telephone: 702-382-5222

5. FRCP 30(b)(6) Witness for FP Holdings, L.P.
c/o Campbell & Williams
710 South Seventh Street
Las Vegas, NV 89101
Telephone: 702-382-5222

All parties reserve the right to object to any witnesses who were not sufficiently identified in their respective Initial Disclosures or supplements thereto.

IX.

The attorneys or parties have met and jointly offer these three trial dates:

Dates: November 15–19, 2021; December 6–10, 2021; December 13–17, 2021.

It is expressly understood by the undersigned that the court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's calendar.

X.

It is estimated that the Court trial herein will take a total of 5 trial days.

XI.

There are no pending motions in limine, but the parties reserve their rights to file the same consistent with LR II 16-3(a).

APPROVED AS TO FORM AND CONTENT.

Dated: July 23, 2021

Dated: July 23, 2021

SNELL & WILMER L.L.P.

CAMPBELL & WILLIAMS

By: /s/ Aleem A. Dhalla

By: /s/ J. Colby Williams

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New York, NY 10022

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FP Holdings, L.P.*

Attorneys for Plaintiffs

XI.

ACTION BY THE COURT

This case is set down for court trial on November 15, 2021, at 9:00 a.m. Calendar call shall be held on November 9, 2021, at 8:45 a.m. by videoconference. This pretrial order has been approved by the parties to this action as evidenced by their signatures or the signatures of their attorneys hereon, and the order is hereby entered and will govern the trial of this case. This order may not be amended except by court order and based upon the parties' agreement or to prevent manifest injustice.

DATED: August 3, 2021



United States District Judge

NOTICE: Due to the unusually large number of complex criminal cases set for lengthy trials before this Court, civil trials may possibly be held in a trailing status for months or be assigned to another District Court Judge for trial. Therefore, the Court strongly urges the parties to consider their option to proceed before a Magistrate Judge pursuant to Local Rule IB 2-2, in accordance with 28 USC Section 636 and FRCP 73.